

#### **NOTICE OF MEETING**

A meeting of the Committee on Real Estate will be held beginning at 4:00 p.m., January 12, 2016, at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

#### **AGENDA**

Invocation

Approval of Minutes: December 14, 2015

- a.) Request approval of the Mayor to execute the attached First Amendment to Parking Agreement between the City of Charleston ("City") and Rivers Enterprises Inc., the Charleston Gateway Center, LLC, Mazyck Holdings, LLC ("Rivers"), and Transamerica Financial Life Insurance Company ("Lender"). (TMS: 459-13-04-001; 24 Calhoun Street – Aquarium Garage) [Ordinance]
- b.) Request approval of the Mayor to execute the attached First Amendment to Parking Agreement between the City of Charleston ("City") and Rivers Enterprises Inc., the Charleston Gateway Center, LLC, Mazyck Holdings, LLC ("Rivers"), and Transamerica Financial Life Insurance Company ("Lender"). (TMS: 458-01-01-001; 33 Alexander Street Gaillard Center Garage) [Ordinance]
- c.) Consider the following annexation:
  - i.) 2116 Saint James Drive (TMS# 343-02-00-073) 0.24 acre, James Island (District 11)

# REAL ESTATE COMMITTEE GENERAL FORM

TO:	Real Estate Committee	DAT	ΓE: 1/12/16	
FROM:	Colleen Carducci	DEPT:	BFRC	
ADDRE	SS: 24 Calhoun Street			
TMS:	4591304001			
Action F	Amendmei ("City") and LLC, Mazy	nt to Parking Ag d Rivers Enterpr	ises Inc., the Cha C ("Rivers"), and	he attached First  the City of Charleston  rleston Gateway Center,  Transamerica Financial
ORDINA	NCE: Is an ordinance req	uired? Yes	No D	
<u>COORDII</u>	<u>VATION</u> : The request ha All supporting	s been coordir documentation n		
Dens	artment Head		<u>Signature</u>	<u>Attachments</u>
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Lega	artment Head al Department f Financial Officer	Franc	Signature  Signature  Signature	Attachments
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Lega Chie Direc Mana Mana	FUNDING: Was fur lf yes, was funding preced, provide the following:	Mundary approved the second se	yes I n	

 $\underline{\textit{NEED:}} \ \ \text{Identify any critical time constraint(s)}.$ 

<sup>\*</sup>Commercial Property and Community & Housing Development have an additional form.

TO:	Real Es	tate Committee	DA	TE:	1/12/16
FROM:	Colleen	Carducci	_ DEPT:	BFR	RC
ADDRES	S: <u>24</u>	Calhoun Street			
TMS: _4	<b>1</b> 5913040	01			
ACTION	REQUES	Amendment to ("City") and Riv LLC, Mazyck H	Parking Aç ers Enterp loldings, LL	greem rises I .C ("R	to execute the attached First ent between the City of Charleston nc., the Charleston Gateway Center, livers"), and Transamerica Financial er").
ORDINAN	ICE: Is a	n ordinance required	d? Yes	No	
AC	TION: W	hat action is being	taken on t	he Pr	operty mentioned?
ACC	UISITIO	Seller N (Property Owner)			Purchaser
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	OTHER Terms:				
SALE	Selle E (Pro				Purchaser
		FIT ORG, please name			
·	Terms:				
	OTHER Terms:				
EASE	EMENT	Grantor (Property Owner)			Grantee

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		Signature:	111	1)	(1 1 l	M
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rems.	Original	agreement dating	g July 21, 1996	o Tellialli	the same.	
Torme	more th	an 200 parking sp	aces. All other	er terms	and conditions of t	
AMENDMEN		ty hereby agrees to	increase the	Rivers pa	arking allotment in	the
Terms:						
Terms:			W			<u> </u>
INITIAL	200001				ATTOIS EMOIPTISC	, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>
RKING REEMENT	l essor	City of Charles	ton Les	ssee:	Rivers Enterprise	<b>•</b> c
TEMPORAR Terms:	.Y 					
Terms:						
	TEMPORAR Terms:  RKING REEMENT INITIAL Terms: RENEWAL Terms: AMENDMEN  Terms:  Terms: Terms:	TEMPORARY Terms:  RKING REEMENT Lessor INITIAL Terms: RENEWAL Terms: AMENDMENT  The Cit Aquarit more th Terms: original  rovement of Prope Owner: Terms:	TEMPORARY Terms:  RKING REEMENT Lessor City of Charles:  INITIAL Terms:  RENEWAL Terms:  AMENDMENT  The City hereby agrees to Aquarium Garage from 1 more than 200 parking sporiginal agreement dating rovement of Property Owner: Terms:  OUND CHECK: If Property Action	TEMPORARY Terms:  RKING REEMENT Lessor City of Charleston Less INITIAL Terms:  RENEWAL Terms:  AMENDMENT  The City hereby agrees to increase the Aquarium Garage from 100 (up to 150) more than 200 parking spaces. All other original agreement dating July 21, 1998  rovement of Property Owner: Terms:  OUND CHECK: If Property Action Request is has a background check been completed?	TEMPORARY Terms:  RKING REEMENT Lessor City of Charleston Lessee:  INITIAL Terms:  RENEWAL Terms:  AMENDMENT  The City hereby agrees to increase the Rivers part Aquarium Garage from 100 (up to 150) parking more than 200 parking spaces. All other terms a coriginal agreement dating July 21, 1998 remain rovement of Property Owner: Terms:  OUND CHECK: If Property Action Request is for the has a background check been completed?	Terms:  TEMPORARY Terms:  RKING REEMENT Lessor City of Charleston Lessee: Rivers Enterprise INITIAL Terms:  RENEWAL Terms:  AMENDMENT  The City hereby agrees to increase the Rivers parking allotment in Aquarium Garage from 100 (up to 150) parking spaces to a total o more than 200 parking spaces. All other terms and conditions of to original agreement dating July 21, 1998 remain the same.  Tovement of Property Owner: Terms:  OUND CHECK: If Property Action Request is for the sale or lease of has a background check been completed?



Ratification
Number

# AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A FIRST AMENDMENT TO PARKING AGREEMENT PERTAINING TO A PARKING AGREEMENT FOR SPACES AT THE AQUARIUM GARAGE, SAID AGREEMENT BEING DATED JULY 21, 1998, ORIGINALLY BETWEEN THE CITY AND RIVERS ENTERPRISES, INC., CHARLESTON GATEWAY CENTER, LLC AND JOHN M. RIVERS, JR., SAID AGREEMENT SUBSEQUENTLY BEING ASSIGNED IN PART TO MAZYCK HOLDINGS, LLC AND COLLATERALLY ASSIGNED TO TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY, AS LENDER.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute on behalf of the City a First Amendment to Parking Agreement pertaining to a Parking Agreement for spaces at the Aquarium Garage, said Agreement being dated July 21, 1998, originally between the City and Rivers Enterprises, Inc., Charleston Gateway Center, LLC and John M. Rivers, Jr., said Agreement subsequently being assigned in part to Mazyck Holdings, LLC and collaterally assigned to Transamerica Financial Life Insurance Company, as Lender, a copy of said First Amendment to Parking Agreement being attached to this Ordinance as Exhibit A and made a part hereof.

Section 2. This Ordinance shall become effective upon ratification.

	Ratified in City Council this day of
	in the Year of Our Lord, 2016,
	and in theth Year of the Independence of
	the United States of America
	John J. Tecklenburg, Mayor
ATTEST:	
	Clerk of Council

STATE OF SOUTH CAROLINA	)	
	)	FIRST AMENDMENT TO
COUNTY OF CHARLESTON	)	PARKING AGREEMENT

This First Amendment to Parking Agreement entered this \_\_\_ day of \_\_\_\_\_\_, 2016 between the City of Charleston, a South Carolina municipal corporation ("City"), Rivers Enterprises, Inc., Charleston Gateway Center, LLC, Mazyck Holdings, LLC, and John M. Rivers, Jr. ("Rivers").

### **RECITALS**

WHEREAS, City, Rivers Enterprises, Inc., the Charleston Gateway Center, LLC, and Rivers entered a Parking Agreement on July 21, 1998 (the "Agreement") that was approved by ordinance ratified by the council of the City on July 21, 1998, Ratification No. 1998-144; and,

WHEREAS, after the entry of the Agreement, by deed dated December 11, 2001, recorded on December 14, 2001, in Book Y 390 at page 436 in the RMC Office for Charleston County, Rivers conveyed to Mazyck Holdings, LLC certain real property benefited by the Agreement and Mazyck Holdings, LLC, in turn, entered a ground lease for the real property with Charleston Gateway Center, LLC; and,

WHEREAS, the parties to the Agreement desire to amend the Agreement in the particulars set forth below with the consent and concurrence of Mazyck Holdings, LLC.

NOW, THEREFORE, in consideration of the premises and the sum of One and 00/100 (\$1.00) Dollar paid by each of the parties to the others, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 1 of the Agreement is amended by deleting the following sentences:

The City shall provide up to one hundred fifty (150) non-designated parking spaces to Rivers on a monthly basis in the Garage. The City shall guarantee the availability of no less than one hundred (100) parking spacing spaces on the same basis. The one hundred fifty (150) spaces provided to Rivers may be reduced to the guaranteed minimum of one hundred (100) but no less.

These sentences shall be replaced with the following:

The City shall provide up to two hundred (200) non-designated parking spaces to Rivers on a monthly basis in the Garage. The City shall guarantee the availability of the two hundred (200) spaces on the same basis.

In all other respects, Paragraph 1 of the Agreement remains unchanged.

- 2. Paragraph 2 of the Agreement is amended by deleting the words "one hundred fifty (150)", and substituting in their place and stead the words "two hundred (200)."
  - 3. Paragraphs 3 and 6 of the Agreement are deleted.
- 4. In all other respects, all terms and conditions of the Agreement not specifically modified herein remain as stated in the Agreement and remain in full force and effect.

IN WITNESS WHEREOF, the City, John M. Rivers, Jr., Rivers Enterprises, Inc., Mazyck Holdings, LLC, and Charleston Gateway Center, LLC, as of the day and year first above written, have caused this Agreement to be executed under seal.

[Signature Pages to Follow]

	CITY OF CHARLESTON
Witness	By:(SEAL) John J. Tecklenburg Mayor, City of Charleston
Witness/Notary	Attest: Vanessa Turner-Maybank Clerk of Council
STATE OF SOUTH CAROLINA	)
COUNTY OF CHARLESTON	)
Charleston by John J. Tecklenbu of Council, who executed	ersigned Notary Public, personally appeared the City org, its Mayor, and Vanessa Turner-Maybank, its Cleithe foregoing instrument this day ocknowledged that they executed the same.
My Commission Expires:	Notary Public for South Carolina
(Signature	es continue on following page)

Witnesses	JOHN M. RIVERS, JR.
· · · · · · · · · · · · · · · · · · ·	<del></del>
STATE OF SOUTH CAROLINA	
COUNTY OF CHARLESTON	) )
Before me, the under Rivers, Jr. who executed the foregother 2016, and acknowledged that he experience is a second control of the se	ersigned Notary Public, personally appeared John M. going instrument this day of, executed the same.
My Commission Expires:	Notary Public for South Carolina
(Signature	es continue on following page)

Witnesses	RIVERS ENTERPRISES, INC.
	By: John M. Rivers, Jr., Its President
STATE OF SOUTH CAROLINA )	
COUNTY OF CHARLESTON )	
Enterprises, Inc. by John M. Rivers, J.	ed Notary Public, personally appeared Rivers c., its President, who executed the foregoing , 2016, and acknowledged that he
My Commission Expires:	Notary Public for South Carolina
(Signatures conti	nue on following page)

Witnesses	CHARLESTON GATEWAY CENTER, L.L.C.
	By: John M. Rivers, Jr., its Manager
STATE OF SOUTH CAROLINA	)
COUNTY OF CHARLESTON	) )
Charleston Gateway Center, L.L.C	indersigned Notary Public, personally appeared by John M. Rivers, Jr., its Manager, who executed day of, 2016, and acknowledged
My Commission Expires:	Notary Public for South Carolina
(Signature)	s continue on following page)

Witnesses	MAZYCK HOLDINGS, LLC
	By: Rivers Enterprises, Inc., its Manager
20	By: John M. Rivers, Jr., its President
STATE OF SOUTH CAROLINA	)
COUNTY OF CHARLESTON	) )
Holdings, LLC, by Rivers Enterpris	rsigned Notary Public, personally appeared Mazyck ses, Inc., its Manager, by John M. Rivers, Jr., its ing instrument this day of, ecuted the same.
My Commission Expires:	Notary Public for South Carolina

# REAL ESTATE COMMITTEE GENERAL FORM

TO:	Real Estate Committe	e DATE: 1/1	12/16
FROM:	Colleen Carducci	DEPT: BFRC	
ADDRES	SS: 33 Alexander Str	eet	
TMS:	4580101001		a
Action R	Amendme ("City") ar LLC, Maz	ent to Parking Agreement d Rivers Enterprises Inc.,	execute the attached First between the City of Charleston the Charleston Gateway Center, rs"), and Transamerica Financial
ORDINAN	NCE: Is an ordinance re	quired? Yes No	
COORDIN		as been coordinated wit	
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Legal Chief Direc Mana	Il Department  If Financial Officer  It or Real Estate  If yes, was funding pred, provide the following:	Thank 1 (Amy 1).  Much 1).  Inding needed? Yes eviously approved?*	Cantacle  DATA  No  No  Acct:

 $\underline{\textit{NEED:}} \ \ \text{Identify any critical time constraint}(s).$ 

<sup>\*</sup>Commercial Property and Community & Housing Development have an additional form.

TO:	Real Estate	Committee	DA	TE: '	1/12/16
FROM:	Colleen Ca	rducci	DEPT:	BFRC	B
ADDRES	SS: <u>33 Ale</u>	xander Street			
TMS:	4580101001				
ACTION	REQUEST:	Amendment to F ("City") and Rive	Parking Agers Enterpolens Idings, LL	reeme rises In .C ("Riv	execute the attached First on the city of Charleston c., the Charleston Gateway Center, vers"), and Transamerica Financial r").
ORDINA	NCE: Is an o	rdinance required?	? Yes	No [	
AC	TION: What	action is being to	aken on t	he Pro	perty mentioned?
ACC		Seller (Property Owner)			Purchaser
	DONATION/TI				
	FORECLOSUI	RE			
	PURCHASE Terms:			9	
	CONDEMNAT	ON			£
	OTHER Terms:				
_	Callan			<u>.</u>	
□ <sub>SAL</sub>	Seller E (Property	y Owner)			Purchaser
		ORG, <i>please name</i>			
	Terms: OTHER Terms:				
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	RENEWAL Terms:					-
	INITIAL Terms:					<del></del>
	RKING REEMENT	Lessor	City of Charlesto	n Lessee:	Rivers Enterprises	
	TEMPORAR Terms:					
	Terms:					



Ratification	
Number	

# AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A FIRST AMENDMENT TO PARKING AGREEMENT PERTAINING TO A PARKING AGREEMENT FOR SPACES AT THE GAILLARD COMPLEX, SAID AGREEMENT BEING DATED JULY 20, 1999, ORIGINALLY BETWEEN THE CITY AND RIVERS ENTERPRISES, INC., CHARLESTON GATEWAY CENTER, LLC AND JOHN M. RIVERS, JR., SAID AGREEMENT SUBSEQUENTLY BEING ASSIGNED IN PART TO MAZYCK HOLDINGS, LLC AND COLLATERALLY ASSIGNED TO TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY, AS LENDER.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute on behalf of the City a First Amendment to Parking Agreement pertaining to a Parking Agreement for spaces at the Gaillard Complex, said Agreement being dated July 20, 1999, originally between the City and Rivers Enterprises, Inc., Charleston Gateway Center, LLC and John M. Rivers, Jr., said Agreement subsequently being assigned in part to Mazyck Holdings, LLC and collaterally assigned to Transamerica Financial Life Insurance Company, as Lender, a copy of said First Amendment to Parking Agreement being attached to this Ordinance as Exhibit A and made a part hereof.

<u>Section 2.</u> This Ordinance shall become effective upon ratification.

	Ratified in City Council this day of in the Year of Our Lord, 2016, and in the th Year of the Independence of the United States of America
	John J. Tecklenburg, Mayor
TTEST:	Clerk of Council

STATE OF SOUTH CAROLINA	)	
	)	FIRST AMENDMENT TO
COUNTY OF CHARLESTON	)	PARKING AGREEMENT

This First Amendment to Parking Agreement entered this \_\_\_ day of \_\_\_\_\_\_, 2016 between the City of Charleston, a South Carolina municipal corporation ("City"), Rivers Enterprises, Inc., Charleston Gateway Center, LLC, Mazyck Holdings, LLC, John M. Rivers, Jr. ("Rivers"), and Transamerica Financial Life Insurance Company ("Lender").

#### **RECITALS**

WHEREAS, City, Rivers Enterprises, Inc., the Charleston Gateway Center, LLC, and Rivers entered a Parking Agreement on July 20, 1999 (the "Agreement"); and

WHEREAS, after the entry of the Agreement, by deed dated December 11, 2001, recorded on December 14, 2001, in Book Y 390 at page 436 in the RMC Office for Charleston County, Rivers conveyed to Mazyck Holdings, LLC certain real property benefited by the Agreement and Mazyck Holdings, LLC, in turn, entered a ground lease for the real property with Charleston Gateway Center, LLC; and,

WHEREAS, the Lender made a loan to Charleston Gateway Center, LLC in October 2012, and, as part of the loan transaction, Mazyck Holdings, LLC and Charleston Gateway Center, LLC granted certain security for the indebtedness that included, among other things, a collateral assignment of the Agreement to Lender of the rights under the Agreement of Rivers, Mazyck Holdings, LLC, Rivers Enterprises, Inc., and Charleston Gateway Center, LLC by Assignment of Parking Agreement dated October 24, 2012, recorded on October 26, 2012, in Book 0287 at page 152 in the RMC Office for Charleston County; and,

WHEREAS, the City, Mazyck Holdings, LLC, Charleston Gateway Center, LLC, and Rivers Enterprises, Inc. consented to the collateral assignment of the Agreement to Lender in a Consent to Assignment of Parking Agreement dated October 23, 2012, recorded on November 2, 2012, in Book 0288 at page 838 in the RMC Office for Charleston County; and,

WHEREAS, the parties to the Agreement desire to amend the Agreement in the particulars set forth below, with the consent and concurrence of Mazyck Holdings, LLC and Lender.

NOW, THEREFORE, in consideration of the premises and the sum of One and 00/100 (\$1.00) Dollar paid by each of the parties to the others, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The fourth "Whereas" clause of the Agreement is amended by deleting therefrom the words "one hundred fifty (150)" and substituting in their place and stead the words "eighty (80)".
- 2. Paragraph 2 of the Agreement is deleted and replaced with the following:

The City hereby grants to Rivers a license for the use of eighty (80) parking spaces in the Gaillard Complex for use by Rivers and related entities in accordance with the same terms and conditions as the 1998 Agreement.

3. .Paragraph 4 of the Agreement is amended by deleting the following sentences:

The City shall provide up to one hundred fifty (150) non-designated parking spaces to Rivers on a monthly basis in the Gaillard Complex. The City shall guarantee the availability of no less than one hundred (100) parking spacing spaces on the same basis. The one hundred fifty (150) spaces provided to Rivers may be reduced to the guaranteed minimum of one hundred (100) but no less.

These sentences shall be replaced with the following:

The City shall provide up to eighty (80) non-designated parking spaces to Rivers on a monthly basis in the Gaillard Complex. The City shall guarantee the availability of the eighty (80) spaces on the same basis.

In all other respects, Paragraph 4 of the Agreement remains unchanged.

4. Paragraph 5 of the Agreement is amended by deleting the words "one hundred fifty (150)", and by substituting in their place and stead the words "eighty (80)."

In all other respects, Paragraph 5 of the Agreement remains unchanged.

- 5. Paragraphs 6 and 9 of the Agreement are hereby deleted.
- 6. Paragraph 17 of the Agreement is deleted and replaced with the following:

This Agreement shall remain in full force and effect for a period of thirty (30) years, commencing on the date City Council ratifies the Ordinance approving this First Amendment, with Rivers being accorded the right to renew this Agreement for two additional 10-yr. terms; provided written notice of intent to renew being given to the City at least 180 days in advance of the expiration of the initial term or any renewal term.

 In all other respects, the terms and conditions of the Agreement not specifically modified herein remain as stated in the Agreement and remain in full force and effect.

IN WITNESS WHEREOF, the City, John M. Rivers, Jr., Rivers Enterprises, Inc., Mazyck Holdings, LLC, Charleston Gateway Center, LLC, and Transamerica Financial Life Insurance Company, as of the day and year first above written, have caused this Agreement to be executed under seal.

[Signature Pages to Follow]

	CITY OF CHARLESTON
Witness	By:(SEAL) John J. Tecklenburg Mayor, City of Charleston
Witness/Notary	Attest: Vanessa Turner-Maybank
withess/notary	Clerk of Council
STATE OF SOUTH CAROLINA	)
COUNTY OF CHARLESTON	)
Charleston by John J.Tecklenbur of Council, who executed	ersigned Notary Public, personally appeared the City of rg, its Mayor, and Vanessa Turner-Maybank, its Clerk the foregoing instrument this day of cknowledged that they executed the same.
My Commission Expires:	Notary Public for South Carolina
(Signature	es continue on following page)

Witnesses	JOHN M. RIVERS, JR.
=	<del></del>
STATE OF SOUTH CAROLINA	)
COUNTY OF CHARLESTON	)
Before me, the und Rivers, Jr. who executed the fore 2016, and acknowledged that he	lersigned Notary Public, personally appeared John M. going instrument this day of, executed the same.
My Commission Expires:	Notary Public for South Carolina

(Signatures continue on following page)

Witnesses	RIVERS ENTERPRISES, INC.	
	By: John M. Rivers, Jr., Its President	
STATE OF SOUTH CAROLINA		
COUNTY OF CHARLESTON	, )	
Enterprises, Inc. by John M. Rive	rsigned Notary Public, personally appeared Riversers, Jr., its President, who executed the foregoing, 2016, and acknowledged that he	
My Commission Expires:	Notary Public for South Carolina	
(Signatures	continue on following page)	

Witnesses	CHARLESTON GATEWAY CENTER, L.L.C.
	By: John M. Rivers, Jr., its Manager
STATE OF SOUTH CAROLINA )	
COUNTY OF CHARLESTON )	
Before me, the undersigned Charleston Gateway Center, L.L.C. by John M the foregoing instrument this day of that he executed the same.	Notary Public, personally appeared  1. Rivers, Jr., its Manager, who executed, 2016, and acknowledged
My Commission Expires:	Notary Public for South Carolina
ä	

(Signatures continue on following page)

Witnesses	MAZYCK HOLDINGS, LLC	
	By: Rivers Enterprises, Inc., its Manager	
	By: John M. Rivers, Jr., its President	
	John M. Rivers, Jr., its President	
STATE OF SOUTH CAROLINA	<b>)</b>	
COUNTY OF CHARLESTON	)	
Holdings, LLC, by Rivers Enter	dersigned Notary Public, personally appeared Mazyck prises, Inc., its Manager, by John M. Rivers, Jr., its going instrument this day of executed the same.	
My Commission Expires:	Notary Public for South Carolina	
(Signatur	es continue on following page)	
(Oignatur	oo oonang on ionowing page)	

Witnesses	TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY
	By: Aegon USA Realty Advisors, LLC
	Its:
	Aegon USA Realty Advisors, LLC
	By:
	Its:
:*	
STATE OF SOUTH CAROLINA )	
STATE OF SOUTH CAROLINA )  COUNTY OF CHARLESTON )  Before me the undersigned	
Transamerica Financial Life Insurance Compa	Notary Public, personally appeared uny, by Aegon USA Realty Advisors, LLC who
its, by executed the foregoing instrument this acknowledged that he/she executed the same.	day of, 2016, and
My Commission Expires:	Notary Public for Iowa



Ratification
Number

## AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2116 SAINT JAMES DRIVE (0.24 ACRE) (TMS# 343-02-00-073), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

- Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:
- A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
  - C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2116 Saint James Drive, (0.24 acre) is identified by the Charleston County Assessors Office as TMS# 343-02-00-073, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

	Hatified in City Council this day of the Year of Our Lord,	
	2016, in the United States of A	Year of the Independence of the
Ву:	John J. Tecklenbu Mayor	urg
Attest:	Vanessa Turner N	/laybank

Dealth and the Other Comment shall be

### **Annexation Profile**

Parcel Address: 2116 Saint James Drive

Charleston, SC 29412

Presented to Council: 1/12/2016

Status: Received Signed Petition

Owner Names: Catherine G. Galloway

Year Built: 1952

Number of Units: 1 Number of Persons: 0 Parcel ID: 3430200073

Race: Vacant

Acreage: 0.24

2112 Saint James Drive

Current Land Use: Residential

Current Zoning: R-4

Requested Zoning: SR-1

Recommended Zoning: SR-1

Appraised Value: \$235,400.00

Assessed Value: \$14,120.00

Council District: 11 Within UGB: Yes

City Area: James Island

Subdivision: Riverland Terrace

Mailing

Address:

Stormwater Fees: 72.00

Located in existing service area - Team 3
Landadia additional distribution and dis
Located in existing service area - Station 13
Located in existing service area. One additional stop.
Contiguous to existing service area.
Additional State-maintained right-of-way
None
None
None
CWS provides water. James Island PSD provides sewer.
Property is a developed site within the line.
Development and zoning are consistent with the City Plan.
Already being served.

Notes/Comments:

The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

STATE OF SOUTH CAROLINA )	DETERIOR FOR AND INVESTIGATION
COUNTY OF CHARLESTON )	PETITION FOR ANNEXATION
TO THE HONORABLE MAYOR AND CIT	Y COUNCIL OF CHARLESTON
WHEREAS, SECTION 5-3-150 (3) C	Code of laws of South Carolina provides for the
annexation of an area or property which is con	ntiguous to a City by filing with the municipal
governing body a petition signed by all person	ns owning real estate in the area requesting
annexation, and	
WHEREAS, the undersigned are all pe	ersons owning real estate in the area requesting
annexation, and	
WHEREAS, the area requesting annex	nation is described as follows, to wit:
SAID PROPERTY, located on James Isla identified by the Charleston County Assessor 343-02-00-073 (2116 Saint James Dr).	nd (approximately 0.24 acre) to be annexed is Soffice as Property Identification Number: TMS#
NOW, THEREFORE, the undersigned petition above described area into the municipal limits	n the City Council of Charleston to annex the of the City of Charleston.
	Dated this 24 <sup>th</sup> day of November, 2015
FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
(Signature) Dollarity	12-10-2015 (Date)
CATHERINE G. GALLOWRY (Print Name)	
(Signature)	(Date)
(Print Name)	

# City of Charleston Annexation Map

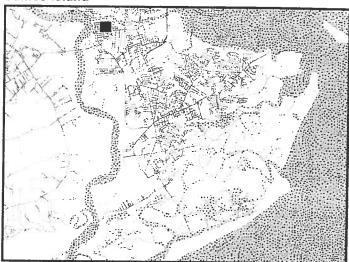
Parcel Address: 2116 Saint James Drive

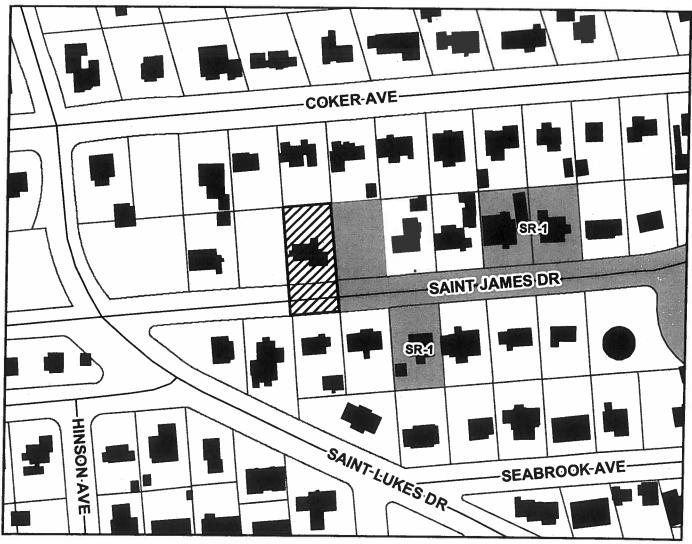
TMS #: 3430200073

Acreage: 0.24

City Council District: 11

James Island







**Subject Property** 



Corporate Limits
City of Charleston



Water

